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4-3-1983

New York pharmacies and National Union of Hospital and Health Care Employees, AFL-CIO, Local 1199 (1983)

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New York pharmacies and National Union of Hospital and Health Care Employees, AFL-CIO, Local 1199 (1983)

Location

New York, NY

Effective Date

4-3-1983

Expiration Date

10-5-1985

Number of Workers

4500

Employer

Empire State Pharmaceutical Society, Inc.; National Independent Pharmacists, Inc.; Nassau-Suffolk Pharmaceutical Society

Union

National Union of Hospital and Health Care Employees

Union Local

1199

NAICS

44

Sector

P

Item ID

6178-008b174f018_08

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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workers
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AGREEMENT

between

DISTRICT 1199

National Union of Hospital and
Health Care Employees AFL-CIO

and

Empire State Pharmaceutical Society, Inc.
National Independent Pharmacists, Inc.
Nassau-Suffolk Pharmaceutical Society, Inc.

and

Its Members

Print name of partnership, corporation or individual owner

D/B/A/ _____

X.10/85

AGREEMENT

between

DISTRICT 1199

**National Union of Hospital and
Health Care Employees AFL-CIO**

and

**Empire State Pharmaceutical Society, Inc.
National Independent Pharmacists, Inc.
Nassau-Suffolk Pharmaceutical Society, Inc.**

April 3, 1983

to

October 5, 1985

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AGREEMENT made as of this 3rd day of April, 1983, by and between DISTRICT 1199, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFL-CIO, with its offices at 310 West 43rd Street, Borough of Manhattan, City of New York, hereinafter referred to as "the Union", and hereinafter referred to as "the Association", and the members thereof, whose names appear on the list furnished by the Association to the Union, authorizing the Association to negotiate and bind them to a collective bargaining agreement, severally and individually, covering wages, hours and other terms of employment of their employees covered by this Agreement, hereinafter, for convenience, collectively referred to as the "Employer" or "Employers".

WITNESSETH:

WHEREAS, the Association is composed of persons, firms and corporations engaged in the retail drug business; and

WHEREAS, the Union is a labor organization composed of employees employed in the retail drug business and in other types of establishments from time to time organized by the Union and has demonstrated to the Association that it represents a majority of the employees employed by its members; and

WHEREAS, the parties hereto desire to cooperate in establishing uniform conditions of employment which will tend to secure to the employees a living wage and eliminate unfair conditions of labor and to provide methods for a fair and peaceful adjustment of all disputes that may arise between the parties hereto or between the Employers and their employees;

NOW, THEREFORE, in consideration of the premises and the promises herein contained, the Union and the Association, each on his own behalf, agree as follows:

ARTICLE 1 COVERAGE

This Agreement shall be binding upon the Union, the Association and each and every one of the Employers, their successors and assigns, but shall apply only to those drug stores operated by said Employers or hereafter opened, in which the Employer directly or indirectly acquires an interest of 50% or more in an existing establishment, in the City of

New York, and the Counties of Nassau, Suffolk, Westchester and Rockland, and the State of New Jersey, regardless of the name or whether the said establishment is operated individually or as a partnership or corporation.

The Association obligates each of the Employers covered by this Agreement and the Employers obligate themselves that each of them will live up to the terms and provisions of this Agreement, and the Association warrants that it will exert its best efforts to see to it that the said Employers comply with the provisions of this Agreement requiring contributions to the National Benefit Fund for Hospital and Health Care Employees and the National Pension Fund for Hospital and Health Care Employees, and the Union obligates itself in good faith for all its members that it will live up to the provisions of this Agreement.

The words, "Employer" or "Employers", as and whenever used in this Agreement, and the pronouns, "he" and "his", used in connection therewith, are intended to and apply to each Employer or member of the Association, whether an individual, copartnership or corporation.

The words, "employee" or "employees", as and whenever used in this Agreement, and the pronouns, "he" or "his", used in connection therewith, are intended to apply to each employee covered by this Agreement whether male or female, full-time or part-time.

The term, "drug store", as and whenever used in this Agreement, also includes and shall mean "pharmacy", and when applicable to another type of business shall mean "establishment".

The word "establishment" as used herein shall be interpreted to mean any retail business and shall not be limited to drug stores.

The word "members" herein shall mean each partner if the member is a copartnership of each officer that has a financial interest in the member if it is a corporation.

It is understood that the signature of the individual Employer affixed to this contract between the Union and the Association is referable to the information printed by the Employer below its signature and contained in Schedule "A".

ARTICLE 2

RECOGNITION

The Association and each Employer hereby recognize the Union as

the sole and exclusive representative of the employees of each of said Employers in respect to rates of pay, wages, hours and other conditions of employment. No provision included in this Agreement shall be applicable to an employee who is not in the bargaining unit.

ARTICLE 3

UNION SHOP

A. All present employees of each Employer who are members of the Union shall maintain their membership in good standing in the Union as a condition of continued employment.

B. All present employees who are not members of the Union shall become members of the Union thirty (30) days after the effective date of this Agreement or after the execution of this Agreement, whichever is later, and shall thereafter maintain their membership in good standing in the Union as a condition of continued employment.

All employees hired after April 2, 1983 shall become members of the Union no later than the 30th day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

ARTICLE 4

HIRING

A. In the event that there is a necessity for the Employer to hire employees to fill any vacancies, the Employer agrees that such vacancies or jobs shall be filled in the following manner:

1. Laid-off employees shall be reinstated as provided herein in Article Thirteen.

2. If the Employer has exhausted laid-off employees and there are vacancies or jobs still to be filled, the Employer shall advise the Union Hiring Hall thereof and the Hiring Hall shall be given five (5) working days within which to provide an employee qualified to perform the work required by the job in question.

3. Should the Hiring Hall be unable during the five (5) working days to furnish an employee qualified to perform the job in the discretion of the Employer, the Employer may hire an employee from any source. In the event of a bona fide emergency, the Employer is priv-

eleged to hire a temporary employee from any source during the aforesaid five (5) working day period, it being understood, however, that if the Hiring Hall succeeds in dispatchng during said period an employee whose qualifications are satisfactory to the Employer that the said employee shall have the right to displace the temporary employee.

4. Employees on a laid-off status in the drug store industry in which the Employer is engaged shall be dispatched from the Hiring Hall's list of employees after exhausting the laid-off list of employees of the Employer pursuant to the provisions of this Article. The Hiring Hall shall operate on a non-discriminatory basis and employment shall not be denied to employees because of membership or non-membership in the Union, consistent with the provisions of this Article.

In all cases, the employee, in order to start working, shall be required as a prerequisite to report to the Hiring Hall in order to obtain a work permit therefrom.

The Employer shall retain the right to reject without discrimination any job applicant referred by the Union Employment Office.

The parties hereto agree that each of them will post notices of the provisions relating to the functioning of the within hiring arrangements and safeguards relating thereto in places where Notices to employees and applicants for employment are customarily posted in their respective establishments.

A Joint Appeals Board shall be established, consisting of a representative of the Union and a representative of the Association. Any employee or person claiming to have been discriminated against in the operation of the hiring arrangement of this Agreement, shall have the right to file a written complaint with such Board. Upon receiving any complaint, the Board shall immediately investigate and ascertain the facts constituting such complaints and make a decision thereon which shall be final and binding upon all parties. Should the Joint Appeals Board fail or be unable to arrive at a decision on any complaint, they shall promptly refer the matter to arbitration before the Impartial Arbitrator whose decision shall be final and binding upon all parties.

B. In order to make possible the proper recruitment and training of sales clerks and cosmeticians, and to correct the ethnic imbalance presently existing in the employment of these categories, it is agreed that the steps already taken by the Union and the Association are hereby formalized and acknowledged in this Agreement and the following provisions made to effectuate the program:

1. The Association and the Union hereby establish a Board of Examiners composed of two (2) representatives from the Employers and two (2) representatives from the Union. The Board shall now consist of Ralph Hochstein and Isadore Zalkin, representing the Employers, and George Goodman and Philip Kamenkowitz representing the Union, and a mutually acceptable impartial person selected by the members of the Board. Their decision shall be arrived at by majority vote. If any vacancy shall occur the then remaining Board member, from such side in which the vacancy occurs, shall appoint the replacement.

2. The Board of Examiners shall establish and supervise a Training Program in order to recruit, place on jobs and train sales clerks and cosmeticians.

3. The Training Program will operate on a non-discriminatory basis. However, it is agreed that until the imbalance relating to Blacks and Puerto Ricans is corrected, such factor shall be given due consideration in the selection of trainees.

4. In the event that the Union claims that an Employer is not fulfilling his obligation to train future sales clerks or cosmeticians, the Union shall refer the matter to the Board of Examiners, whose decisions shall be binding on the parties.

5. In the event that any time after the 60 day trial period has expired, the Employer desires to discharge the trainee for inadequacy or incapacity of achieving the status of a qualified sales clerk or cosmetician and the matter is not resolved to his satisfaction with the Union, the Employer may refer the matter to the Board of Examiners, whose decision shall be binding upon the parties.

6. Trainees must attend classroom training for prescribed hours per week and over a prescribed period of time. Employers are required to arrange a trainee's schedule of work so that he may be enabled to attend classes during the training period and at the same time work a full week.

7. This program shall become operative outside the City of New York only at such time as classroom training as set forth in SUB-PARAGRAPH 6 above or such other program of training as may be mutually agreed upon between the Union and the Association is established and available to trainees in other Counties.

ARTICLE 5

WAGE INCREASES

A. Each Employer hereby agrees to pay to each of his employees in the categories hereinbelow set forth an increase in his weekly salary or wages on the effective dates indicated on the following page.

In the event that the parties hereto cannot agree on the wage increases applicable to any employees whose duties do not fall into any of the specific categories below listed, such dispute or disagreement shall be referred to the Impartial Arbitrator hereunder for disposition.

CATEGORY	4/3/83	7/1/84
Supervising Pharmacists:		
If employed by a widow or an estate wherein a widow is a beneficiary operating one store	\$33.00	\$29.00
All Other Supervising Pharmacists:		
Pharmacist Manager	34.00	29.00
Pharmacist Assistant Manager	34.00	29.00
Registered Pharmacists:		
a) with 1 year experience	32.00	27.00
b) with less than 1 year experience but more than 6 months experience	31.00	27.00
c) with less than 6 months experience	30.00	26.00
Premium Pay:		
Pharmacists who work part-time shall receive on any day they work less than 8 hour (per hr.)83	.72
Non-Pharmacist Managers		
Non-Pharmacist Assistant Managers	22.00	20.00
Drug & Cigar Sales Clerk & Aides to Rxmen Working in Prescription Depts.:		
Hired PRIOR to 4/2/78:		
After 24 months experience	18.00	16.00
After 5 years experience	20.00	18.00
Hired AFTER 4/1/78:		
Apprentice & Trainee with no prior experience	12.00	10.00

CATEGORY	4/3/83	7/1/84
After 6 months experience	13.00	11.00
After 12 months experience	14.00	12.00
After 18 months experience	15.00	13.00
After 24 months experience	17.00	15.00
After 5 years experience	19.00	17.00
Non-Food Dept. Managers—where there are Pharmacies	22.00	20.00
Pharmacy College Graduates	19.00	17.00
Bookkeepers	19.00	17.00
Cosmeticians:		
Hired PRIOR to 4/2/78:		
After 2 years but less than 5 years experience	17.00	14.00
After 5 years experience	19.00	16.00
Hired AFTER 4/1/78:		
Trainees with no prior experience	12.00	10.00
After 4 months experience	13.00	11.00
After 8 months experience	14.00	12.00
After 1 year experience	15.00	13.00
After 2 years experience	16.00	14.00
After 5 years experience	18.00	15.00
Sodamen, Sodawomen & Fountain Delivery Men	11.00	9.00
Non-Tip Earning Food Workers, Head Sodamen, Cashiers & Non-Fountain Porters	14.00	12.00
Waitresses (per hour)	19/Hr.	17/Hr.
Fountain Porters, Dishwashers & Pantrymen	14.00	12.00
Stockmen:		
Who spend a major part of their work in a large volume store	15.00	13.00

With 2 years experience	15.00	13.00
Drivers	15.00	13.00
Check-out Clerk:		
Hiring Rate	14.00	12.00
With 6 months experience	14.00	12.00
Deliverymen (Non-Fountain)		
Who perform no other duties except deliveries (per hr.)29/Hr.	.25/Hr.

B. The following issues shall be resolved on a store-by-store basis and failing agreement may be submitted to arbitration in the manner hereinafter provided:

1. Wage increases and minimum applicable to employees whose duties do not fall into any specific categories.
2. Tip sharing by concessionaires.
3. Commission formula to be observed in distribution to employees in self-service stores.

C. Effective April 3, 1983 and July 1, 1984, the hourly rate for all part-time employees in each category, other than pharmacists who work less than eight (8) hours on any day, shall be increased on each of the aforesaid dates by an amount determined by dividing the weekly salary or wage increase for the category by the forty (40) hour work-week.

The hourly rate for part-time pharmacists shall be increased by the aforementioned formula, except that on each day they work less than eight (8) hours their rate shall be additionally increased by the amount of the premium pay established at that time.

Part-time employees are guaranteed a minimum of four (4) hours work per day.

D. Anything in this Agreement to the contrary notwithstanding, in any case where the Union claims that a cashier performs services which are in part substantially those of a drug clerk, cigar sales clerk or cosmetician, the Union and the Association shall consider such claim with the view of determining what the weekly salary or wage of such cashier should be. Should the Union and the Association fail or be unable to arrive at agreement with respect to such cashier's weekly salary or wage, the matter shall be submitted to arbitration in accordance with the terms and provisions of this Agreement.

E. In the event that the Feb. 1984 cost-of-living index in accordance with the Bureau of Labor Statistics Revised Consumer Price Index-W for New York City rises in excess of five (5%) percent above the said C.P.I.-W, for Feb. 1983, then and in that event the employees covered by this Agreement, who were in the Employer's employ on April 3, 1983, shall receive as of April 1, 1984, an automatic wage increase equal to the percentage rise in excess of five (5%) percent, but not to exceed five (5%) percent.

In the event that the Feb. 1985 cost-of-living index in accordance with the Bureau of Labor Statistics Revised Consumer Price Index-W for New York City rises in excess of five (5%) percent above the said C.P.I.-W for Feb. 1984, then and in that event the employees covered by this Agreement who were in the Employer's employ on April 3, 1984, shall receive as of March 31, 1985, an automatic wage increase equal to the percentage rise in excess of five (5%) percent, but not to exceed five (5%) percent.

In either event should there be occasion for a cost-of-living increase, the said increase shall be based upon the employee's wages in effect on the April 3 immediately preceding the effective date of the cost-of-living increase. All such cost-of-living increases shall be deemed part of wages for all purposes, but shall not be deemed to increase the minimum wages.

ARTICLE 6 MINIMUM WAGES

A. The following minimum salary wage is hereby established for the categories hereinbelow listed, and each Employer agrees to pay in each of the stated periods not less than such minimum salary or wages for a forty-hour five-day work week.

CATEGORY	4/3/83	7/1/84
Supervising Pharmacists:		
If employed by a widow or an estate wherein a widow is a beneficiary operating one store	457.50	472.00
All Other Supervising Pharmacists:	466.00	480.50

CATEGORY	4/3/83	7/1/84
Registered Pharmacists:		
With one year or more experience as a Registered Pharmacist in a drug store	438.00	451.50
With less than one year experience as a Registered Pharmacist in a drug store	425.50	439.00
With less than 6 months experience as a Registered Pharmacist in a drug store	418.00	431.00
Premium Pay:		
Pharmacists who work part-time shall receive on any day they work less than 8 hours	11.43 /hr.	11.79 /hr.
Drug & Cigar Sales Clerk & Aides to Rxmen Working in Prescription Depts.:		
Hired PRIOR to 4/2/78:		
After 24 months experience	249.00	257.00
After 5 years experience	282.00	291.00
Hired AFTER 4/1/78		
Apprentice & Trainee with no prior experience	163.50	168.50
After 6 months experience	176.50	182.00
After 12 months experience	189.50	195.50
After 18 months experience	210.00	216.50
After 24 months experience	235.50	243.00
After 5 years experience	268.50	277.00
Pharmacy College Graduates	268.50	277.00
Cosmeticians:		
Hired PRIOR to 4/2/78:		
2 years but less than 5 years experience	228.50	235.50
5 years experience	259.50	267.50
Hired AFTER 4/1/78:		
Trainees with no prior experience	163.50	168.50
After 4 months experience	173.50	179.00
After 8 months experience	192.50	198.50
After 1 year experience	207.50	214.00
After 2 years experience	217.00	224.00

After 5 years experience	245.00	252.50
Sodamen & Sodawomen.....	148.50	153.00
Cashiers & Non-Fountain Porters.....	198.00	204.00
Fountain Porters, Pantrymen and Dishwashers.....	194.00	200.00
Waitresses (per hour).....	2.65	2.74
Stockmen who spend a major part of their time doing stock work in a large volume store.	203.50	210.00
With 2 years experience	207.50	214.00
Drivers	205.50	212.00
Check-out Clerks:		
Hiring Rate	189.00	195.00
With 6 months experience	198.00	204.00
Deliverymen (non-fountain) who perform no other duties except deliveries (per hr.) (If deliverymen perform other duties, their wages and minimum rates are to be adjusted in accordance with the provisions of this agreement.) . . .	3.98	4.11
	/hr.	/hr.

A trainee is a drug or sales clerk with less than two (2) years' experience in a drug store.

An apprentice is a student in a college of pharmacy with less than two (2) years' experience in a drug store. For the purpose of computing experience, an apprentice shall be credited with a forty (40) hour week for every twenty (20) hours of work.

The minimum weekly salary or wage for employees working in categories not specifically herein listed or provided for shall, as of April 3, 1983, and thereafter as of July 1, 1984, be negotiated in good faith by the Union and the Association. Should the Union and the Association fail or be unable to arrive at agreement with respect to such minimum weekly salary or wage for said employees, the matter shall be submitted to arbitration in accordance with the terms and provisions of this Agreement and the award of the impartial Arbitrator shall be effective as of the dates fixed herein.

B. In each of the aforesaid periods, employees receiving salaries or wages less than the minimum provided for in Paragraph A hereof, shall be increased to said minimum; employees receiving salaries or wages equal to or in excess of the minimum provided for in PARAGRAPH A hereof, shall continue to receive their weekly salary or wages without reduction.

C. The minimum hourly rates of part-time employees, other than pharmacists who work less than eight (8) hours on any day, shall for each category of the aforesaid periods, be prorated by dividing the minimum salary or wages fixed for the category by the forty (40) hour work-week.

The minimum hourly rates for part-time pharmacists working less than eight (8) hours on any day, shall be determined for that day by adding the appropriate premium rate to the hourly rate arrived at in the preceding formula.

D. Any new employees hired by the Employers during the term of this Agreement shall be started at a salary or wage of not less than the minimum fixed for the category in which the employees shall be employed. The minimum salary or wage for any new employee hired to do work which is not included in any of the categories specifically enumerated in this Agreement shall be the lowest salary or wage paid any of the employees doing similar or related work.

E. The Employer shall pay to his employees the commission on cosmetic merchandise which he receives from the manufacturers or distributors of such merchandise. The commission shall be paid to such employees only on such cosmetic merchandise which the employees actually sell.

However, where the practice of any store has heretofore been to pay all commissions on the sale of cosmetic merchandise to an employee Cosmetician or Cosmeticians covered by this Agreement, it shall be continued. In such event, commissions shall not be paid to other employees who may sell cosmetic merchandise.

Any complaint, grievance or dispute involving any question of cosmetic commissions or commission payments which the Union and the Employer fail or are unable to adjust shall be submitted to the Joint Committee to resolve the same. The Joint Committee shall be composed of three (3) representatives of the Association and three (3) representatives of the Union. Should the Joint Committee fail or be unable to

resolve any such complaint, grievance or dispute, the matter shall be submitted to arbitration in accordance with the terms and provisions of this Agreement.

It is specifically understood and agreed that any complaint, grievance or dispute involving any question of commissions or commission payments, other than cosmetic commissions and commission payments, shall, if unadjusted between the Union and the Employer, be submitted to arbitration in accordance with the terms and provisions of this Agreement without first submitting the same to the Joint Committee.

F. Salaries or wages including overtime, if any, shall be paid at the end of each week. All monies due an employee shall be itemized on the pay check. Commissions and/or bonuses, whenever earned and whenever payable, to which an employee may be entitled, shall not be deemed part of the weekly salaries or wages but shall be paid to said employees in addition to their weekly salaries or wages. Neither salaries or wages nor commissions and/or fixed bonuses shall be reduced.

G. Employees who are hired after April 3, 1983 and are in an incremental wage progression will not receive across-the-board wage increases while they are still in such progression. Employees hired prior to April 3, 1983 and who are in an incremental wage progression on the dates of such across-the-board wage increases will receive such increases notwithstanding that they are in such progression.

ARTICLE 7

HOURS OF WORK

A. The work week for all employees shall be forty (40) hours per week, spread over five eight-hour days.

B. All work by an employee, including a part-time employee, over and above eight (8) hours in any day and forty (40) hours in any week and all work by an employee, including a part-time employee, on the sixth work day in any week, shall be deemed overtime and shall be paid for at time and one-half the regular rate of pay. No employee shall be required to work overtime except with the consent of the Union.

C. For the purpose of computing overtime pay, in any week, a holiday to which an employee is entitled shall be deemed the equivalent of eight (8) hours work performed.

D. Each employee shall receive not less than two (2) days off each week, such days off to include at least one (1) Sunday every two (2) weeks. Further, each employee, except sodamen, shall in addition receive not less than (1) evening off every week. Sodamen shall work early or late shifts, the choice of shift to be on the basis of seniority.

The Employer agrees that it is desirable to provide employee with two (2) consecutive days off each week and that he will endeavor to carry out this principle to the extent practical and possible in his sole discretion, it being understood that this particular provision shall not be subject to the arbitration machinery of this Agreement.

E. Where an Employer employs only one Registered Pharmacist in a store which operates and is open for business on a full seven-day week basis, said employee may be required to work one full day during any one week, that is to say, for not more than thirteen (13) consecutive hours but in no event shall such employee be required to work in excess of forty (40) hours per week.

F. The hours of any registered pharmacist working a long day as hereinbefore set forth, in excess of eight (8) hours, shall be credited to such employee on a work day in such week.

G. The Employer shall adjust the work schedule of a Union Delegate, as necessary, to enable him to attend Union Delegate Assembly Meetings not to exceed 13 evenings a year.

H. Should any dispute with respect to unpaid overtime arise and should same be submitted to arbitration, the Impartial Arbitrator shall have the right to take into consideration whether or not the claimed overtime was authorized.

I. The Employers agree to prepare and post a schedule of working hours for each drug store and to supply a copy thereof to the Union within thirty (30) days from the date hereof. Said schedule shall be in accordance with the provisions of this Agreement and in conformity with the New York State Labor Law. No permanent changes in said schedule shall be made without written notice to the Union. Except as herein otherwise provided, said schedule shall provide for either early shifts or late shifts. Early shifts shall end not later than nine (9) hours from the time the store is opened and late shifts shall begin not earlier than nine (9) hours before closing.

All split shifts are hereby forbidden.

J. Any claim for unpaid overtime compensation to which an

employee may be entitled under and by virtue of the terms and provisions of this Agreement shall be deemed waived unless such claim is made within one year from the date when such unpaid overtime compensation became due and payable.

ARTICLE 8

SODA FOUNTAIN EMPLOYEES

A. It is agreed that all employees working at the soda fountain, including waiters and waitresses, shall receive without cost to said employees, two (2) meals per day and breakfast, and part-time employees shall receive one (1) meal per day. Said employees shall have their choice of all ready dishes. The Employers agree to supply uniforms and aprons to the soda fountain employees and uniforms to the waiters or waitresses, all without cost to them, and further not to make any charge to said employees for any purpose connected with the work or for breakage, unless breakage is maliciously done.

B. Should an emergency arise with respect to soda fountain coverage and the Union Employment Office, upon application shall fail to furnish temporary emergency help for the soda fountain within three (3) hours after a request therefore, the Employer shall have the right to hire such temporary emergency help and retain same until the Union Employment Office shall furnish the Employer with such help.

C. An employee hired for emergency relief shall be paid for not less than four (4) hours work.

ARTICLE 9

VACATIONS

A. All employees shall receive a vacation with full pay during each calendar year as follows: If at the time such vacation is taken an employee has been employed by the Employer and/or its predecessors one (1) year but less than four (4) years, two (2) weeks' vacation; four (4) years but less than nine (9) years, three (3) weeks' vacation; nine (9) years and more, four (4) weeks' vacation; and effective after January 1, 1985 the nine (9) year eligibility shall be reduced to eight (8) years. ✓

Part-time employees shall be entitled to vacation on the same basis as hereinabove set forth, but pro-rated in the proportion that their work hours bear to the full workweek in the category in which employed.

The Employer and the employees shall by mutual consent work out the vacation schedules for the ensuing calendar years in the December immediately preceding the respective calendar years. The schedule shall be posted in the shop no later than December 31 for the ensuing calendar year.

B. Absence due to sickness or any other involuntary absence shall not affect an employee's entitlement to full vacation with pay if such absence does not exceed one (1) week in case of employees with one year's employment; one (1) month in the case of employees with two (2) years' employment; two (2) months in the case of employees with three (3) years' employment; three (3) months in the case of employees with five (5) years' employment; four (4) months in the case of employees with seven (7) years' employment; and six (6) months in the case of employees with nine (9) years or more of service.

Any absence in excess of the allowance above provided for may be deducted from vacation pay entitlement on a pro rata basis.

C. Vacations may be taken at any time during the calendar year. Vacation pay shall be given to the employees at the time of their vacation. Choice of time as to an employee's vacation shall be on the basis of seniority and the mutual consent of the Employer and the employees, which shall not be unreasonably denied by the Employer. However, in scheduling a third (3rd) or fourth (4th) week's vacation for those entitled thereto, the Employer may make such third (3rd) or fourth (4th) weeks discontinuous from the first two (2) weeks, but no later than the end of the year in which the vacation accrues.

D. Any employee who resigns or who is laid off prior to the vacation period shall be entitled to pro rata vacation pay which shall be paid to such employee at the time of resignation or lay-off. Solely for the purpose of computing pro rata vacation pay under this paragraph, the employees' anniversary date of hire shall be deemed the commencement of the vacation year for all employees who have already received one or more vacations. For those employees who have not for any reason received theretofore a vacation, the date of hiring shall be deemed the commencement of the vacation year. Any employee who resigns shall give his Employer one (1) week notice to entitle him to pro rata vacation pay.

E. An employee who has not completed his qualifying period of employment for maximum vacation under the vacation schedule of this

Agreement, and takes his vacation prior to such completion of the qualifying period of employment, shall be paid his earned vacation pay up to the start of his vacation and the balance upon completion of the qualifying period of employment.

F. All regularly scheduled or regularly earned premium pay shall be included in the computation of vacation pay entitlement.

G. Sodamen, Sodawomen and Fountain Deliverymen shall receive additional vacation in lieu of tips as follows: those entitled to one (1) week vacation shall receive one and one-third (1-1/3) weeks pay; those entitled to two (2) weeks vacation shall receive two and two-thirds (2-2/3) weeks pay; those entitled to three (3) weeks vacation shall receive four (4) weeks pay; and those entitled to four (4) weeks vacation shall receive five and one-third (5-1/3) weeks pay.

H. Waitresses shall receive additional vacation pay in lieu of tips as follows: those entitled to one (1) week vacation shall receive one and one-half (1-1/2) weeks pay; those entitled to two (2) weeks vacation shall receive three (3) weeks pay; those entitled to three (3) weeks vacation shall receive four and one-half (4-1/2) weeks pay; and those entitled to four (4) weeks vacation shall receive six (6) weeks pay.

ARTICLE 10

HOLIDAYS

A. Each employee who has completed six (6) months of service shall be off with full pay on all holidays that the drug store is closed and in no event shall an employee be off on less than nine (9) holidays per year with full pay. Employees with less than six (6) months of service shall be scheduled off on holidays where the store is closed and provided with another day's work during the holiday week. Holidays should be observed at approximately equal intervals during the course of the calendar year.

All unused holidays in any one year shall be paid not later than January 15th of the following year, at time and one-half (1-1/2). If the Employer pays the unused holidays after January 15, the payment shall be at the then current rate. If the failure to take a holiday was at the employee's request, payment for such holiday shall be made at straight time.

In the month of October of each year, the Employer and the

employees shall by mutual consent work out a holiday schedule for the ensuing one-year period. This schedule shall be posted in the shop no later than October 31st of each year.

B. The holidays to which the employee shall be entitled hereunder shall be selected from among the following: Martin Luther King's Birthday (1/15), Lincoln's Birthday, Washington's Birthday, Easter Sunday, Decoration Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, the Employee's Anniversary Date of Employment and Personal Days. The employee may substitute Election Day for any of the holidays entered above. Choice of holidays from among those listed by an employee shall be on the basis of seniority and the mutual consent of the Employer and the employee. Once a holiday is designated, employees shall be required to work the regularly scheduled day before and after the holiday in order to be eligible for holiday pay, unless the employee has a justifiable excuse. The holiday schedule shall be so arranged that an employee shall receive not less than four and one-half (4-1/2) of the afore-enumerated holidays with pay within each six (6) month period of each year.

C. Should any of the afore-enumerated holidays to which an employee is entitled, fall on his day off or during his vacation, such employee shall, in addition to his regular pay, be paid for such holiday. Should any employee be called in to work on any holiday to which he is entitled, he shall, in addition to this regular day's pay, be paid for such holiday at the rate of time and one-half his regular rate.

D. Should a store be closed for Rosh Hashonna, Yom Kippur and/or Good Friday, the Employer may substitute these holidays, or any of them, in place of an equivalent number of the holidays hereinabove enumerated. Where a store is not closed for Rosh Hashonna, Yom Kippur and/or Good Friday, an employee shall have the right to substitute these holidays or any of them in place of an equivalent number of the afore-enumerated holidays.

E. Part-time employees shall be entitled to holidays with pay on the same basis as hereinabove set forth but pro-rated in the proportion that their work hours bear to the full work week in the category in which employed.

F. All employees employed on September 27, 1980 (except for those in a probationary period who fail to complete their probation) shall

thereafter receive their birthday off with their regular day's pay. Employees hired after September 27, 1980 must have worked one (1) year to be eligible for such a birthday holiday. Should the employees' birthdays fall on their day off or during their vacations, they shall, in addition to regular pay, be paid for such birthdays. Should employees be called in to work on their birthdays, they shall be given another day off with their regular pay within seven (7) days from their birthdays.

ARTICLE 11

DISCHARGE OR LAY-OFF

A. No employee, including part-time employees, shall be discharged or laid off, nor shall the working hours of any employee be reduced, except upon good and sufficient cause and only with the consent of the Union; except however, that the Employer may summarily discharge an employee for criminal or civil negligence, dishonesty, or sabotage, deliberate destruction of company property, unauthorized punching of a time card, falsification of a document, being under the influence of alcohol after one (1) warning, use or possession of illegal drugs (except in the performance of duties), or the possession of a weapon, which is hereafter referred to as "summary discharge". Should the Employer deem himself aggrieved because of the Union's refusal to consent to any discharge, lay-off, or reduction of working hours, of any employee, or should the Union deem itself aggrieved because of any "summary discharge" as hereinabove set forth, the dispute shall be submitted to arbitration as hereinafter provided. Pending arbitration and rendition of a decision by the Impartial Arbitrator in all cases except where a "summary discharge" is involved, the employee or employees involved shall remain on their jobs. Should the Impartial Arbitrator find against the Employer on such "summary discharge", the employee or employees involved shall remain on their jobs. Should the Impartial Arbitrator find against the Employer on such "summary discharge", the employee involved shall be reinstated in his position with full back pay. In all cases except "summary discharge", or discharge or lay-offs under Paragraph B and/or C or Article Eleven, should the Union consent to a discharge, lay-off or reduction of working hours, or should the Impartial Arbitrator sustain the Employer in any such discharge or lay-off, the

employee involved shall be entitled to one (1) week's notice or its monetary equivalent.

B. If the employment of any employee is terminated by lay-off or discharge because of adverse business conditions or because of the discontinuance of business, closing or liquidation of the store, such employees shall be entitled to severance pay in accordance with the following length of service schedule (including service with the Employer's predecessors).

If a regular work week of an employee is reduced such employee shall be entitled to severance pay in accordance with the foregoing schedule but on a pro rata basis.

<i>Length of Service</i>	<i>Severance Pay</i>
More than six (6) months and less than one (1) year	One (1) week's pay
One (1) year or more but less than two (2) years	Two (2) week's pay
Two (2) years or more but less than three (3) years	Three (3) week's pay
Three (3) years or more	Four (4) week's pay

Such severance pay shall be deemed deferred earnings of the employees involved and, further, shall in all legal proceedings be deemed preferred claims.

Should the Union, in any of the situations referred to in the within Paragraph B, refuse to consent to a layoff or discharge of any employee or employees, the matter shall be submitted to arbitration in the manner hereinafter provided, and, if the Impartial Arbitrator sustains the Employer, the laid off or discharged employee or employees shall be entitled to severance pay as afore-mentioned. Such severance pay shall also be paid, of course, to any employee or employees to whose discharge or layoff the Union consents.

It is specifically understood and agreed that, where an employee's layoff or discharge is due to the Employer's bonafide closing of his store, the Employer shall have the right in any arbitration proceeding to interpose his financial inability to pay severance pay claims as a defense, which issue shall be determined by the Impartial Arbitrator.

If the employment of any employee is terminated by voluntary or in-

voluntary bankruptcy or as a result of an assignment for the benefit of creditors, there shall accrue to such employee upon termination entitlement to severance pay in accordance with the above length-of-service schedule.

In the event of layoff or termination of employment, temporary or permanent, due to fire or other like disaster in a store, or because of the removal to a new location or remodeling of the store, the Employer shall pay severance pay to such affected employees in accordance with the above schedule in the following manner: for the first week a full week's pay; for the second and subsequent weeks in an amount equal to a full week's pay minus any amount received by the employee as unemployment insurance or wages on a new job. Such payments shall be made until the total amount of severance pay entitlement has been received by the employee or until he returns to work, whichever occurs sooner.

C. If the Employer, because of the bona fide sale of his drug store or because of taking in a partner, desires to discharge or lay off any employee, he shall do so only with the consent of the Union. If the Union refuses such consent, the Employer may submit the matter to arbitration as hereinafter provided, if he deems himself aggrieved. Should the arbitrator sustain the Employer in such discharge or layoff because of the bona fide sale of his drug store or because of taking in of a partner, the employee involved shall be entitled to the following pay, dependent upon the length of service with the Employer and/or his predecessors:

Length of Service

Less than one (1) year
One (1) year but
less than two (2) years
Two (2) years or more but
less than three (3) years
Three (3) years but less
than eight (8) years

Severance Pay

One (1) week's pay

Three (3) week's pay

Four (4) week's pay

Six (6) week's pay

For each additional two (2) years after six (6) years of employment with the Employer and/or his predecessors, the employee involved shall be entitled to an additional one (1) week's severance pay.

In the case of sale of store, both Seller and Buyer shall be responsible for severance pay.

D. The rule of seniority shall apply to all discharges or layoffs under Paragraph B and/or C of Article Eleven within the classification or category in which the employee is employed.

E. Where an employee is discharged or laid off under Paragraph B and/or C of Article Eleven, he shall, in addition to the cash bonus hereinabove provided, be placed on a preferential list for a period of one (1) year from which vacancies or new positions in his classification or category may be filled by the Employer. Employees on such preferential list shall be rehired in the inverse order of their discharge or layoff so that the last one discharged or laid off shall be the first one rehired. An employee so rehired shall be deemed restored to his seniority standing as of the time of his discharge or layoff and his salary shall be the same as that received by other employees doing the same work at the time of his rehiring but in no event less than the salary received at the time he was discharged or laid off.

ARTICLE 12

ANTI-DISCRIMINATION

The Employers will not discriminate against any employee or prospective employee because of his membership or activities in the Union or because of his race, color, creed, sex, age, national origin, or political belief or affiliation.

ARTICLE 13

SENIORITY

A. The Employers recognize and will apply the principle of seniority in all matters pertaining to the job. Seniority shall be based upon the total length of employment with the Employer and/or his predecessors. Should a layoff be consented to by the Union or authorized by the Impartial Arbitrator, the last employee hired shall be the first laid off. Employees laid off shall be placed on a preferential list from which vacancies or new openings shall be filled and in the filling of vacancies or new openings employees shall be rehired in the inverse order of their layoffs at a salary which shall not be less than that received by them at the time of such layoff. An employee's tenure on a preferential list shall

terminate if not rehired, at the end of one (1) year. A layoff shall not be deemed an interruption of service for the purpose of this Agreement.

B. Except for "Union leave of absence" as is below described in Article Twenty-seven, and, except, also, for any employee on continuous absence because of illness on April 1, 1978, any employee absent for any reason whatsoever for two (2) or more years shall be deemed terminated.

ARTICLE 14 PROMOTIONS

A. Should a promotional opening due to a vacancy or otherwise occur, preference shall be given for such position to the members of the Union in the store on the basis of seniority, provided in the judgment of the Employer, they are qualified to fill such position. The Employer's judgment in respect to an employee's qualifications shall be made without discrimination whatsoever. An employee promoted shall be on a four (4) weeks' probationary period to demonstrate his qualifications, and if not retained therein, shall be restored to his old position.

B. A Supervising Pharmacist demoted for just cause to a Registered Pharmacist shall have removed from his rate of pay the differential which a Supervising Pharmacist is paid under the contract for acting as such.

C. Employees promoted or transferred out of the bargaining unit shall have six (6) months to raise any contractual claims or grievances as a condition of the promotion or transfer. Thereafter, all such claims or grievances are barred.

ARTICLE 15 CONSCRIPTION

Notwithstanding anything to the contrary which may be set forth hereinabove, the Employer agrees to reinstate in his position with all rights and privileges, including cumulative salary increases and seniority status, any employees who shall have volunteered or have been drafted into the United States Armed Services immediately upon his leaving such service, provided, however, that such employees shall apply for reinstatement within ninety (90) days of his leaving such service. In such event, the Employer, upon reinstatement of such employee,

shall have the right to dismiss without severance pay an employee in the same category having the least seniority.

ARTICLE 16

CONCESSION

A. Where an Employer is a partnership or a corporation and two or more partners or two or more corporate officers (stockholders), as defined and limited in Article Eighteen of this Agreement, work in any one of the Employer's drug stores, said Employer hereby agrees that he will not during the term of this Agreement grant a concession in such drug store to any person, firm or corporation or permit any person, firm or corporation to operate a concession in such drug store without the written consent of the Union. The Union's refusal to grant its consent shall be conclusive and shall not be subject to arbitration, anything in this Agreement to the contrary notwithstanding.

The foregoing provision with respect to the requirement of the Union's consent for the granting of a concession shall not apply in any case where a concession has heretofore been granted and is in existence at the time of the execution of this Agreement or any case where the Employer is an individual proprietor or if a partnership or corporation only one partner or one corporate officer (stockholder) as defined and limited in Article Eighteen works in the drug store of the Employer, it being understood that where less than two Employers work in any drug store a concession may be granted, without the consent of the Union, provided, however, that in no instance, shall the combined number of Employers and/or concessionaires working in any drug store exceed two.

B. Should the Union consent to the Employer's grant of a concession, and in any situation where the grant of a concession by the Employer is not by Paragraph A hereof forbidden, it is specifically understood and agreed that no more than one (1) concessionaire shall work in such concession.

C. It is further agreed that the Employer shall and does hereby assume full responsibility for the performance of all of the terms and provisions of this Agreement by any concessionaire in his store.

D. It is further understood and agreed that if the employees of the Employer have been covered for unemployment insurance benefits

under the New York State Unemployment Insurance Law at or before the taking in of a partner or the granting of a concession by the Employer as the case may be, said employees, including the employees working in the concession, shall continue to be covered for unemployment insurance benefits under the New York State Unemployment Insurance Law to the same extent as if no partner was taken in or concession granted; and the Employer further agrees to make the payments to the New York State Employment Insurance Fund necessary to continue such coverage for unemployment insurance benefits not only for the employees employed by him or the partnership, but also for the employees employed by the concessionaire in the event that the concessionaire fails or refuses to make such payments.

In the event that the Employer and/or the concessionaire shall fail to make the necessary unemployment insurance payments hereinbefore provided for and should an employee who would otherwise be entitled to unemployment insurance benefits lose such benefits by reason thereof, the Employer shall be obligated to make the employee whole for any losses so sustained.

ARTICLE 17

CLASSIFICATIONS

A. Schedule A, furnished to the Union by each Employer, sets forth the names of his employees, their classifications by category of work, their old weekly salary or wage, weekly hours of work, together with the contractual increases each employee shall receive during the life of this Agreement. The Union shall have the right hereafter to go to arbitration to correct and rectify any inaccuracies that may appear on Schedule A.

B. Where an Employer employs only one full-time or part-time employee and such employee's employment is terminated by resignation or discharge for cause (except when such discharge is due to the bona fide sale of the store where such employee works or the reduction of the working force due to adverse business conditions as hereinbefore provided), the vacancy thereby created shall be filled forthwith in the same category and for at least the same number of hours.

C. During the continuance of this Agreement, the classification of the employees or any of them shall not be changed and no employee

shall be transferred from one of the said enumerated categories to another without the written consent of the parties hereto, and no employee's salary shall be reduced.

D. Employees who prior to the execution of this Agreement had been hired to work in any specific category but who have since been doing work that would bring them into another classification, shall be reclassified and their salaries be fixed on the basis of such new classification.

ARTICLE 18

PARTNERSHIP-CORPORATION

A. If the Employer herein is a partnership, all partners must be registered with the State Board of Pharmacy as owners, and in the event that any partner is not registered with the State Board of Pharmacy as an owner, he shall be deemed an employee under this Agreement.

If the Employer is a corporation, all stockholders working in the establishment shall be registered with the State Board of Pharmacy, as such, and in the event he is not so registered, he shall be deemed an employee under this Agreement.

B. If the Employer is or shall be a copartnership, no more than two partners shall be permitted to work in the Employer's store or stores without being required to become members of the Union, and if the Employer is or shall be a corporation, no more than two stockholders shall be permitted to work in the Employer's store or stores without being required to become members of the Union.

C. For the purpose of this Agreement, a partner shall be deemed to be a person who has an interest of twenty-five percent (25%) or more in the business of the Employer; a stockholder shall be deemed to be a person who owns at least twenty-five percent (25%) of the capital stock of the Employer.

D. The individual contracts signed by members of the Association shall set forth the names and addresses of the individual, partner or officers who have a financial interest in the corporate member, depending on whether it is owned individually, as a copartnership or as a corporation.

ARTICLE 19

MEMBERSHIP IN THE ASSOCIATION

A new member of the Association who has an individual contract with the Union shall, upon joining the Association, be covered and bound by this Agreement except that any more favorable terms and conditions contained in such prior Agreement shall be deemed incorporated in and part of this Agreement, with the same force and effect as if set forth herein at length, limited, however, in its application to employees in the employ of the Employer (member of the Association) at the time of his becoming an Association member.

If prior to the date set for the expiration of this Agreement, the Association shall for any reason expel an Employer member from its organization, or if such Employer shall resign from the Association, or for any other reason whatsoever cease to be a member of the Association, this Agreement shall, at the option of the Union nevertheless be and continue to remain in full force and effect as between such Employer and the Union, and such Employer shall be and continue to remain personally and individually liable hereunder for and during term hereof, and such liability shall be deemed to have survived the termination of such membership, and shall continue for and during the full term hereof; except, however, that the provisions of Article Twenty of this Agreement shall thereafter be deemed suspended and of no force and effect; and except, further, that at the option of the Union, such Employer shall thereafter lose his right to the arbitration of complaints, grievances or disputes as provided for in this Agreement. And in such case should complaint, grievance or dispute arise between the Union and such Employer, or between the employees and such Employer, the decision of the Union on such complaint, grievance or dispute shall be final and binding upon such Employer. And further, in such case the employees shall not be obliged to continue with their work in the store until the Employer has fully complied with the decision of the Union on such complaint, grievance or dispute, anything in this Agreement to the contrary notwithstanding.

And it is further agreed that, anything in this Agreement to the contrary notwithstanding, the Union may at any time after an Employer ceases to be a member of the Association, terminate this Agreement as between itself and such Employer upon giving three (3) days' notice in

writing to such Employer that it has elected to terminate this Agreement as between itself and such Employer; and this Agreement shall thereafter be null and void and of no effect as between the Union and such Employer.

ARTICLE 20

NO STRIKE OR LOCKOUT

During the term of this Agreement there shall be no lockout, or individual shop lockout by the Association or any Employer, or strike or individual shop strike or shop stoppage by the Union against any Employer for any reason or cause whatsoever so long as this Agreement is complied with in respect to submitting complaints, grievances and disputes to arbitration as herein provided and there is compliance with the decision of the arbitrator as herein provided.

There shall be no lockout, strike or stoppage pending the determination of any complaint, grievance or dispute.

ARTICLE 21

MISCELLANEOUS

All members of the Union now employed by the Employer are to be continued in such employ during the life of this Agreement, subject to the terms and conditions of this Agreement.

ARTICLE 22

The Employers agree that they will not enter into any individual agreements, directly or indirectly, with any of their employees, whereby any of the provisions of this Agreement are modified or abrogated, and further, that during the continuance of this Agreement, they will not negotiate or enter into any agreement for the employment of pharmacists and/or any and all clerks working in drug stores with any organization, association or corporation claiming to be a labor union representing pharmacists and/or clerks working in drug stores, other than the Union, party to this Agreement.

ARTICLE 23

Any authorized representative of the Union shall be permitted to enter the Employer's place of business during reasonable hours for the collec-

tion of dues, the adjustment of disputes and grievances, to communicate with its members and/or confer with the Employer, provided the same shall not involve the loss of work time; and the Union shall be further permitted, at its option, to appoint one of the employees actually working in the Employer's place of business as a Union representative, for either or all of the aforementioned purposes.

ARTICLE 24

The Employer may discharge a new employee during the trial period of sixty (60) days from the day such new employee has been engaged by the Employer.

ARTICLE 25

The Employer agrees to discharge from his employ immediately, any one of his employees upon notice from the Union that such employee has ceased to be a member in good standing of the Union by reason of his failure to pay the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership. The Employer agrees that the mailing of a registered notice to him at his address herein given shall be deemed sufficient notice under this Article.

ARTICLE 26

The Union shall have the right to commence an action in behalf of the employees or any of them against the Employer, for the recovery of any money due to an employee or employees for wages or otherwise.

ARTICLE 27

Any employee who shall accept a full time salaried position with the Union shall be entitled to a leave of absence and upon termination of his employment with the Union shall be reinstated in his position in the store with all rights and privileges including seniority status. It is specifically understood and agreed that an employee on such leave of absence shall not during such leave of absence be entitled to vacation, holiday or severance pay and that upon the return of such employee, the Employer shall have the right to dismiss without severance pay an employee in the same category having least seniority

ARTICLE 28

If the Employer owns or operates more than one store, he shall not transfer any of his employees from one of his stores to another without first receiving the written consent of the Union thereto.

If a contract with an Employer provides that he may transfer employees from one store to another, it shall automatically be deemed to provide that an employee may request a transfer from one store to another and that such request should be granted by the Employer if practical and possible.

ARTICLE 29

The Employer agrees not to employ children under the age of sixteen (16) years at his store or stores.

ARTICLE 30

Should a Federal or State Law be enacted directing the Employers to contribute more than 5% of the Employer's monthly gross payroll towards a Health Insurance Plan for the employees of said Employers, the parties will in good faith review the Sickness, Accident and Other Benefits provisions contained in Article Thirty-Three of this Agreement.

ARTICLE 31

Should any Article in whole or in part, of this Agreement or any clause or provision therein, be adjudged invalid or unenforceable, the same shall not in any way whatever affect the balance of the Agreement.

ARTICLE 32

All rights, privileges and benefits which have heretofore accrued to and have been enjoyed by the employees, and which are not inconsistent with the terms of this Agreement, shall continue unimpaired and shall accrue to and be enjoyed as heretofore by said employees.

ARTICLE 33

DISTRICT 1199 BENEFIT FUND

The parties hereto recognize the necessity of providing for the health and security of the employees covered by this Agreement. For that pur-

pose it is agreed as follows:

The Employer agrees to pay monthly, on or before the thirtieth (30th) of each month, a sum equal to ten and nine tenths (10.9%) percent (including overtime but excluding commissions and bonuses) of the previous month's gross payroll of all its employees, including part-time employees covered by this Agreement, but exclusive of amounts earned by employees hired after April 2, 1983 during the first six (6) months following the beginning of employment, to the District 1199 National Benefit Fund for Hospital and Health Care Employees for the purpose of providing said employees with social benefits, i.e., death benefits, accidental death and dismemberment benefits, sickness and accident benefits and hospital benefits, as the Trustees of the said Benefit Fund may determine. Contributions for newly hired employees who are transferred from another Employer under contract with the Union, and who are already covered by the Benefit Fund will be computed from the date of hire.

Only for the purpose of computing Disability Benefits, the Employer and the Union agree that the income from tips for those employees who earn tips, shall be valued at Five (\$5.00) Dollars per forty-hour (40) week.

The Employer shall not make any deduction from the wages of employees for or on account of Disability Benefits.

The National Benefit Fund for Hospital and Health Care Employees shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendments thereof, which provide for equal representation by the Union and the Employers contributing to said Benefit Fund and that any dispute whatsoever that may arise or deadlock that may develop between or among said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, as provided for in said Agreement and Declaration of Trust, and his decision shall be final and binding.

Together with the periodic payments herein provided, the Employer shall submit regular monthly reports in such form as may be required for the sound and efficient administration of the Plan.

Each Employer agrees to make available to National Benefit Fund any and all records of employees hired, classifications of employees, names, social security numbers, and accounts of salaries and/or wages paid, which the said Benefit Fund may require, and permit the said Fund

by its designated agent to examine and audit its records, in connection with the sound and efficient operation of said Benefit Fund and as required by law. The agreement contained in this paragraph is and shall be deemed as of the essence of this contract.

An audit of the Benefit Fund shall be made annually and a statement of the results thereof shall be made available to the contributing Employers.

It is understood said Fund has and continues to have the approval of the U.S. Internal Revenue Service, and conforms with all applicable Federal and State legislation and regulations thereunder.

During the term of this Agreement, the parties agree to explore alternatives to the Benefit Fund. These options shall include amongst others, a separate Taft Hartley Plan or Company Plans. Nothing shall affect or reduce benefits as they existed on April 3, 1983.

ARTICLE 34 PENSION FUND

The parties hereto recognize the necessity of providing for the financial security of the employees covered by this Agreement upon their retirement from the industry because of old age. For that purpose it is agreed as follows:

The Employer agrees to continue to pay monthly on or before the thirtieth (30th) day of each month a sum equal to seven (7%) percent plus the additional contribution voted by the employees described in the following paragraph (including overtime but excluding commissions and bonuses) of the previous month's gross payroll of all employees in the bargaining unit covered by this Agreement, including part-time employees in the bargaining unit, but exclusive of the amount earned by employees hired after April 1, 1983 during the first six (6) months following the beginning of employment, to District 1199 National Pension Fund for Hospital and Health Care Employees for the purpose of providing said employees with retirement pension benefits as the Trustees of the said Fund may determine. Contributions for newly hired employees who are transferred from another Employer under contract with the Union and who are already covered by the Pension Fund will be computed from the date of hire.

The contribution to the National Pension Fund voted by the

employees as described in the letter agreement dated April 2, 1978, pursuant to which the employees agreed to divert one (1%) percent of their six (6%) percent wage increase effective July 1, 1979 to the Pension Fund, shall become a permanent contribution to the Pension Fund. This additional contribution applies to all employees including those hired after July 1, 1979, in view of the fact that the 1% was deducted from the minimums of all employees.

Effective October, 1, 1984 the Employers' contribution shall be increased by one half of one percent (.5%).

The National Pension Fund for Hospital and Health Care Employees shall continue to be administered under the Agreement and Declaration of Trust, dated as of December 1, 1950, and any amendment thereof, and under the Pension Fund adopted by the Trustees of said Fund, and any amendments thereof, which Agreement and Declaration of Trust provides for equal representation by the Union and the Employers contributing to said Pension fund, and that any dispute which may arise or deadlock which may develop between or among said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, as provided for in said Agreement and Declaration of Trust, and his decision shall be final and binding.

Together with the periodic payments herein provided, the Employer shall submit regular monthly reports in such form as may be required for the sound and efficient administration of the Plan.

Each Employer agrees to make available to the National Pension Fund any and all records of employees hired, classifications of employees, names, social security numbers and accounts of salaries and/or wages paid and as required by law, and that the said Pension Fund may require, and permit the said Fund by its designated agent to examine and audit its records, in connection with the sound and efficient operation of said Pension Fund, and the agreement contained in this paragraph is and shall be deemed as of the essence of this contract.

An audit of the Pension Fund shall be made annually and a statement of the results thereof shall be made available to the contributing Employers.

It is understood said Fund has and continues to have the approval of the U.S. Internal Revenue Service, and conforms with all applicable Federal and State legislation and regulations thereunder.

ARTICLE 35 ENFORCEMENT

It is agreed by the parties that the payment of contributions to the National Benefit Fund and to the National Pension Fund as required by the collective bargaining contract is a vital part of this agreement and failure to make such payments by an Employer may jeopardize benefits of covered employees.

In view of the fact that the members of the Association covered by this Agreement are numerous retail drug stores, the collection of contributions to the National Benefit Fund for Hospital and Health Care Employees and the National Pension Fund for Hospital and Health Care Employees constitute a serious administrative problem. The Association undertakes the responsibility of cooperating with and assisting the Union in seeing to it that these contributions by its members are made as punctually as possible. The Union agrees that it will hereafter notify the Association of the members who are delinquent in the payment of contributions to the National Benefit Fund for Hospital and Health Care Employees and to the National Pension Fund for Hospital and Health Care Employees to afford the Association an opportunity to bring the member into compliance. Should the Association be unable, after such notice, to effectuate compliance and should the delinquency continue despite the Association's efforts, the Union may require the Employer to deposit a sum of money equal to or approximately three (3) months advance contributions to each of said Funds to be held by the said Funds as security for the prompt payment of contributions. It is also agreed that should an Employer, member of the Association covered by this Agreement, cease to be a member of the Association, regardless of reason, he shall be required to deposit a sum of money equal to approximately three (3) months advanced contributions to each of the said Funds to be held by the said Funds as security for the prompt payment of contributions to the said Funds.

A. Any complaint, grievance or dispute between the Union and the Employer or the Association arising from Article Thirty-three and/or Article Thirty-Four, and/or Article Thirty-five, if unadjusted between the parties, shall be submitted to arbitration before the Arbitrator or Umpire designated in this Article.

B. Failure on the part of any Employer to make the monthly con-

tributions required by the aforementioned Articles shall constitute a violation of this Agreement, and the Union shall have the right to avail itself of any or all of the following remedies:

1. Prompt arbitration to reduce any such indebtedness to an Award. In any such Award, the Arbitrator shall include, as and for collection charges, a sum equal to 20% of the amount awarded for Pension and/or Welfare contributions, up to a maximum of \$200.00, but in no case less than \$50.00. In a particular case, the Arbitrator shall have the discretion to impose the full 20%.

2. Should an Employer fail or refuse to comply with an Award of the Arbitrator within ten (10) days from the mailing date of the Award, the Union shall have the right, anything to the contrary herein contained notwithstanding, to strike and picket the Employer for enforcement of the Award.

3. Nothing herein contained shall deprive the Union of the right to resort to any other remedies available under existing law, and it is understood that the use of a remedy hereunder shall not exclude the use of any other legal remedy.

C. The Arbitrator hereby designated to arbitrate complaints, grievances and disputes under the Article is Walter Eisenberg Esq. of New York City. Should the office of Arbitrator become vacant by the resignation of the Arbitrator herein named or otherwise, the said Arbitrator shall appoint his successor. Should the Arbitrator fail to appoint his successor, the New York State Board of Mediation shall be empowered to designate an Arbitrator to arbitrate disputes under this Article.

The Award of the Arbitrator shall be final and binding upon the parties.

It is expressly agreed between the parties hereto that the oath of arbitrator required by the Civil Practice Law and Rules and the Arbitration Laws of the State of New York is hereby waived.

D. The provisions contained in Paragraphs B, C, D and F, G and H of Article Thirty-eight of this Agreement are hereby incorporated in and made part of this Article with the same force and effect as if set forth herein at length.

E. It is agreed that if any new provisions are incorporated in the renewal collective bargaining agreement between the Union and the League of Voluntary Hospitals and Homes of New York in their forth-

coming negotiations, they will be submitted to the Association for perusal and approval. Should the Association disagree in whole or in part with such provisions, it is agreed that any such disagreements shall be submitted to arbitration before the New York State Board of Mediation, in accordance with the procedures set forth in our collective bargaining agreement.

ARTICLE 36

SICK LEAVE AND OTHER LEAVES

A. Employees shall be entitled to seven (7) days sick leave during the year with full pay at their regular salary or wages, same to be paid in full to said employees at the end of the week in which such sick leave is taken. Employees hired after April 1, 1983 shall not be entitled to any paid sick leave during their first six (6) months of employment.

B. Sick leave shall not be cumulative from contract year to contract year. All unused sick leave shall be paid to employees by January 15th of the next succeeding year. If the unused sick leave is paid after January 15, the Employer shall pay it at the then current rate. With respect to those employees who have accumulated unused and unpaid sick leave prior to October 1, 1975, such remaining unpaid sick leave, if any, shall be phased out on the following basis: one (1) year's back sick leave pay shall be paid out each year at current rates with the contract year 1974-1975 as the first year and working backwards therefrom.

C. In each contract year each employee having six (6) months or more but less than one (1) year of employment with the Employer or his predecessors shall, in the event he is kept from work because of sickness or injury be entitled to a pro-rated sick leave not to exceed three and one-half (3-1/2) days with pay at his regular salary or wages on the basis of one (1) day for every one (1) month and twenty-two (22) days of work after his sixth (6) month of employment. Any such employee who is sick or disabled for a greater period than his accumulated sick leave entitlement shall be entitled to receive the extra days up to an aggregate maximum of three and one half (3-1/2) days as and when he completes his first year of employment and the Employer shall pay same to said employee periodically on the basis above provided. After one (1) year of employment such newly hired employees shall accrue sick leave on the basis of seven (7) days per year.

D. Employees with less than six (6) months employment at the time of any sickness or injury shall not be entitled to any pay for sick leave resulting from sickness or injury.

Employees who resign or are laid off or discharged for cause, but not including employee's discharge for dishonesty, shall receive full pay for any earned but unused sick leave.

The Employer may require proof of illness after three (3) days of consecutive sick leave.

E. Funeral Leave. In the case of death in the employee's immediate family (defined as parent, spouse, child, brother or sister) the employee shall be granted leave of absence with pay not to exceed a maximum of three (3) scheduled work days for the purpose of arranging for or attending the funeral. Additional days of leave may be taken by the employee to be applied against the annual unused paid sick leave.

F. Jury Duty. The Employer shall pay to an employee, who has been employed six (6) months or more the difference to a maximum of ten (10) working days between the jury fees paid to the employee at his regular straight time pay while he is required to be absent from his scheduled work because of jury duty, provided also that he shall request exemption from jury duty if he is entitled to such exemption. Employees on jury duty who are not required to remain in the courthouse on any day shall be obligated to ascertain whether the Employer wishes him to return to his job to perform the balance of his regularly scheduled work day.

G. Rest Periods for Check-Out Clerks and Cosmeticians Commencing as of April 2, 1978, employees shall be entitled to a fifteen (15) minute rest-period for each four (4) hours of work in any shift.

ARTICLE 37

THE PROFESSION

A. It is hereby acknowledged that the foremost obligation of the profession is to the public. It is therefore essential that Employer and pharmacist join cooperatively in the strict adherence to the ethic and the body of laws and rules pertinent to the profession. Toward this end, proper and current information is required. Consequently, all new technical information, literature, periodicals and other matter related to the professional conduct of drug store operations should be rightfully and freely available to the pharmacist.

B. The Employer agrees to provide, at his own cost and expense, insurance coverage which a reputable insurance carrier will issue, covering each pharmacist employed, and such insurance shall hold the said pharmacist or pharmacists harmless from liability arising out of such pharmacist's professional duties. Upon request by the Union, the Employer is required to exhibit his policy to a Union representative.

C. It is understood that it is the function of the Supervising Pharmacist to see to it that the rules and regulations governing the practice and operation of pharmacies in the State of New York are strictly observed. The Employer therefore agrees to consult with the Supervising Pharmacist concerning all matters relating to the practice of the profession of pharmacy and to cooperate with the Supervising Pharmacist in complying with all of the requirements required by law.

In the event that a Supervising Pharmacist becomes involved in proceedings before the State Board of Pharmacy, or before any other regulatory governmental agencies or in a court action in connection with an alleged violation of a law or a rule or regulation governing the practice of pharmacy which was not committed by him personally, but chargeable in his capacity as Supervising Pharmacist, the Employer agrees to make him whole for any loss of time or imposition or penalty resulting therefrom, provided that the employee has taken all reasonable and prudent precautions to inform the Employer and the employees of the laws, rules and regulations of the State Board of Pharmacy.

ARTICLE 38

ARBITRATION

A. All complaints, disputes or grievances arising between the Union and the Association, or between the Union and any of the Employers, or between any of the employees and any of the Employers, involving questions of meaning, interpretation, operation or application of any clause of this Agreement, or any breach or threatened breach of this Agreement, or any acts, conduct or relations of whatsoever nature between any of the employees and any of the Employers, or between the Union and any of the Employers, or between the Union and the Association directly or indirectly, except as specifically otherwise provided in this Agreement shall, if unadjusted, be referred to and submitted promptly to arbitration before an Arbitrator designated by the New

York State Board of Mediation, located at Two World Trade Center, New York, New York 10047. The Award of the Arbitrator so designated herein shall be final and binding upon all the parties herein. All claims described herein shall be barred from the adjustment procedures of this contract and in any other forum, if presented by or on behalf of an employee who has been separated from employment for six (6) months or more.

Within 20 days after a demand for arbitration is served upon the attorneys for the association or upon an Employer who is not a member of any association, such attorney or Employer shall have the right to request the New York State Board of Mediation to appoint a Panel Arbitrator and the Union shall concur if such a request is made.

The cost of the arbitration shall be shared equally between the Union and the Employer.

B. Any such complaint, dispute or grievance shall be instituted by the Union or the Employer or the Association, as the case may be, and no right of action shall accrue in favor of any individual employees.

C. The parties further agree that the Arbitrator shall fix the time and place for each hearing, and that notice thereof shall be sufficient if sent by ordinary mail at least five (5) days prior to the time fixed for the hearing.

D. The decision of the Arbitrator shall have the effect of a judgment entered upon an Award and shall be enforceable under the Arbitration Law of the State of New York, or otherwise, entitling the entry of judgment in a court of competent jurisdiction against the defaulting party who fails to carry out or abide by the decision.

E. It is expressly agreed between the parties that the oath of the Arbitrator is hereby waived.

F. In the event of default by any of the parties hereto in appearing before the Arbitrator after five (5) days' written notice by ordinary mail, as hereinabove provided, the Arbitrator is hereby authorized and empowered to render an Award upon the testimony of the appearing party.

G. It is specially understood and agreed that any notice, papers, petition or other process necessary or proper on motion to confirm any award or for judgment on any award may be served either personally or by certified or registered mail directed to the last known address of the addressee or his attorney.

H. All awards rendered by the Arbitrator shall be complied with within forty-eight (48) hours.

Should any Employer fail or refuse to submit any complaint, grievance or dispute to arbitration when requested to do so by the Union or shall fail or refuse to comply with the award of the Arbitrator as hereinabove provided, he shall automatically lose all rights and privileges under this Agreement and the Union shall be free to take any action it deems necessary to enforce the rights of the Union, and of the employees against such Employer, including striking and picketing. Should the Union fail or refuse to submit any complaint, grievance or dispute to arbitration when requested to do so by the Association on behalf of an Employer or shall fail or refuse to comply with the award of the Arbitrator as hereinabove provided, such Employer shall be free to take any action which he deems necessary to enforce his rights against the Union and the employees.

I. Any party who shall intentionally or deliberately violate any of the terms or provisions of this Agreement, shall pay damages for such violation in a sum to be fixed by the Arbitrator; the proceeds of all damages collected hereunder shall be used towards defraying the expense incurred in maintaining the arbitration machinery.

ARTICLE 39

UNION DECAL

The Union shall supply each establishment covered by this Agreement with an identifying Union decal which the Employer may display during the term of this Agreement. Each Employer shall pay an annual rental fee of Ten Dollars (\$10.00) to the Union for supplying and servicing such Union decal.

The decal shall be the property of the Union and may be removed by it, in which event the Union shall refund the amount of rental fee equal to the proportion of unused time still remaining and not used.

ARTICLE 40

DURATION

This Agreement shall be in full force and effect and shall be and remain operative and binding upon the parties hereto, and their successors and assigns from the 3rd day of April, 1983 up to and, including the 5th

day of October, 1985, and shall survive any change in name, reorganization or incorporation.

It is specifically understood and agreed that should the Union, party to this Agreement, which is now affiliated to a national and international labor organization, become disaffiliated from said national and/or international labor organization at any time during the term of this Agreement, or should said Union thereafter become again affiliated with a national and/or international labor organization, then and in any such event or events, this Agreement and the terms and provisions thereof shall continue in full force and effect as between the Association, the Employer and the Local Union parties hereto, as if no such affiliation or disaffiliation, as the case may be, had occurred.

IN WITNESS WHEREOF, the parties hereto have executed and signed this Agreement the _____ day of _____ 1983.

DISTRICT 1199, NATIONAL UNION OF
HOSPITAL AND HEALTH CARE EMPLOYEES,
RWDSU, AFL-CIO

By: _____
(Title)

EMPLOYER _____

By: _____
(Title)

SCHEDULE "A"

[illegible]

TRAINEES

EMPLOYEE	Category	Hours	Old Salary	New Salary	PERIODIC INCREASES
					As per minimum schedule
					As per minimum schedule
					As per minimum schedule
					As per minimum schedule

ASSUMPTION AGREEMENT

Dated _____

The undersigned Employer, having purchased the drug store covered by the collective bargaining agreement between DISTRICT 1199, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES/RWDSU, AFL-CIO, and _____, hereby agrees as follows:

1. Assumes and adopts the aforementioned collective bargaining agreement and agrees to abide by and carry out the said agreement in all of its terms and provisions for the balance of the contract term.

2. The undersigned Employer hereby agrees to pay any and all monies that may be due from the predecessor Employer to National Benefit Fund under ARTICLE THIRTY-THREE of the aforementioned agreement or of any prior agreement, representing unpaid welfare contributions, and to National Pension Fund under ARTICLE THIRTY-FOUR of the aforementioned agreement or of any prior agreement, representing unpaid pension contributions, and any other indebtedness that may be due from said predecessor Employer arising out of the aforementioned agreement hereby assumed by the undersigned Employer.

Employer

APPROVED AND ACCEPTED:

DISTRICT 1199, NATIONAL UNION OF HOSPITAL AND
HEALTH CARE EMPLOYEES/RWDSU, AFL-CIO

BY: _____

ASSUMPTION AGREEMENT

Dated _____

The undersigned Employer, having purchased the drug store covered by the collective bargaining agreement between DISTRICT 1199, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES/RWDSU, AFL-CIO, and _____, hereby agrees as follows:

1. Assumes and adopts the aforementioned collective bargaining agreement and agrees to abide by and carry out the said agreement in all of its terms and provisions for the balance of the contract term.

2. The undersigned Employer hereby agrees to pay any and all monies that may be due from the predecessor Employer to National Benefit Fund under ARTICLE THIRTY-THREE of the aforementioned agreement or of any prior agreement, representing unpaid welfare contributions, and to National Pension Fund under ARTICLE THIRTY-FOUR of the aforementioned agreement or of any prior agreement, representing unpaid pension contributions, and any other indebtedness that may be due from said predecessor Employer arising out of the aforementioned agreement hereby assumed by the undersigned Employer.

Employer

APPROVED AND ACCEPTED:

DISTRICT 1199, NATIONAL UNION OF HOSPITAL AND
HEALTH CARE EMPLOYEES/RWDSU, AFL-CIO

BY: _____

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